

If you are a consumer under the Australian Consumer Law, this warranty does not apply to you. Please navigate to <https://www.solidigm.com/support.html> and click the Australian version for the limited warranty applicable to Australian consumers.

FAILURE OF THE PRODUCT SPECIFIED ABOVE CAN RESULT IN LOSS, DELETION, CORRUPTION OR ALTERATION OF DATA (“DATA LOSS”). SOLIDIGM IS NOT LIABLE FOR DATA LOSS IN CONNECTION WITH THE PRODUCT, REGARDLESS OF THE CAUSE.

YOU ARE RESPONSIBLE TO PROTECT AGAINST DATA LOSS, AND YOU AGREE TO MAINTAIN A VERIFIED BACK UP OF ALL DATA ON THE PRODUCT AT ALL TIMES.

Solidigm warrants to the purchaser of the Product in its original sealed packaging (“Original Purchaser”) as follows: if the Product is properly used and installed, it will be significantly free from defects in material and workmanship, and will substantially conform to Solidigm’s publicly available specifications (e.g., on the Solidigm website) for the Warranty Period, which is a period of five (5) years beginning on the date the Product was purchased in its original sealed packaging by the Original Purchaser; PROVIDED, HOWEVER, THAT THE WARRANTY PERIOD IS IMMEDIATELY TERMINATED UPON THE OCCURRENCE OF ANY ONE OR MORE OF THE FOLLOWING EVENTS:

(A) For PCIe* drive usage, the value of the SMART attribute “Percentage Used,” as measured by Solidigm’s implementation of this “SMART” attribute and reported by the Solidigm™ Storage Tool (or such other tool as approved by Solidigm), reaches or exceeds a value of “100”;

For SATA drive usage, the value of the SMART attribute “Media Wear Out Indicator,” as measured by Solidigm’s implementation of this “SMART” attribute and as reported by the Solidigm™ Storage Tool (or such other tool as approved by Solidigm), reaches a value of “1”; or

(B) The temperature reported in the log page and retrieved by the Solidigm™ Storage Tool (or such other tool as approved by Solidigm), reaches or exceeds the specified warranty temperature limit that is identified in the **Limited Warranty Specification Addendum** for the applicable Product.

If the Product which is the subject of this Limited Warranty, fails to conform to the above warranty during the Warranty Period, Solidigm, at its option, will:

- REPAIR the Product by means of hardware and/or software; OR
- REPLACE the Product with another product; OR, if Solidigm is unable to repair or replace the Product,
- REFUND the then-current value of the Product at the time a claim for warranty service is made to Solidigm under this Limited Warranty, unless otherwise required by local laws and regulations.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE STATE, NATIONAL, PROVINCIAL, OR LOCAL LAW, APPLY ONLY TO YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT AND LASTS ONLY FOR AS LONG AS YOU CONTINUE TO OWN THE PRODUCT.

EXTENT OF LIMITED WARRANTY

Solidigm does not warrant that the Product will be free from design defects or errors known as “errata.” Current characterized errata are available upon request. Further, this Limited Warranty does NOT cover:

- Any costs associated with the repair or replacement of the Product including labor, installation or other costs incurred by you, and in particular, any costs relating to the removal or replacement of any Product that is soldered or otherwise permanently affixed to any printed circuit board; OR
- Damage to the Product due to external causes, including accident, problems with electrical power, abnormal electrical, mechanical or environmental conditions, usage not in accordance with Product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing; OR
- Any Product which has been modified or operated outside of Solidigm’s specifications or where the original identification markings (trademark or serial number) has been removed, altered, or obliterated from the Product, or where the label or screw on the exterior of the Product is removed or broken; OR
- Any Product the usage of which has reached its write endurance limit, as measured by the SMART attribute and reported by the Solidigm™ Storage Tool (or such other tool as approved by Solidigm) as follows: (1) for PCIe* drives, “Percentage Used Estimate” value of “100” or more, or (2) for SATA drives, “Media Wear-out Indicator” value of “1”.

HOW TO OBTAIN WARRANTY SERVICE

- You may contact your place of purchase, or you may visit the Solidigm Customer Support website at <https://www.solidigm.com/support.html>. You will be asked for (1) your contact details; (2) proof of purchase; (3) model name and Product identification number; (4) an explanation of the problem; and (5) more information if necessary. If Solidigm Customer Support confirms that the Product is eligible for warranty service, you will receive a Return Material Authorization (RMA) number and instructions for returning the Product.
- Solidigm will ship to you, at its expense, the repaired or replaced Product within a reasonable period upon receipt of the returned Product. The replacement Product will be warranted under the terms contained in the Limited Warranty, including its exclusions, except that the term of the warranty will be whichever of the following two periods is longer: (1) 90 days, beginning on the date of shipment of the repaired or replaced Product to you; or (2) the remainder of the Warranty Period for the returned Product plus any additional period equal to the number of days between when you notified Solidigm Customer Support of the need for warranty service and when you received the repaired or replaced Product.
- Before returning any Product which stores data, be sure to back up your data and remove any confidential, proprietary, or personal information and removable media from the Product. Solidigm accepts no responsibility for any of your confidential, proprietary, or personal information.

WARRANTY LIMITATIONS AND EXCLUSIONS

THIS WARRANTY REPLACES ALL OTHER WARRANTIES FOR THE PRODUCT AND SOLIDIGM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. Some states (or jurisdictions) do not allow the exclusion of implied warranties so this limitation may not apply to you. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. Some states (or jurisdictions) do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

LIMITATIONS OF LIABILITY

SOLIDIGM'S RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOLIDIGM IS NOT RESPONSIBLE FOR ANY LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR DOWNTIME COSTS, LOSS OF GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, REPRODUCING ANY PROGRAM OR DATA STORED IN THE PRODUCT, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, RESULTING FROM ANY BREACH OF WARRANTY, TORT OR UNDER ANY OTHER LEGAL THEORY, EVEN IF SOLIDIGM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE OR JURISDICTION.

ANY AND ALL DISPUTES ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY SHALL BE ADJUDICATED IN THE FOLLOWING FORUMS AND GOVERNED BY THE FOLLOWING LAWS: FOR THE UNITED STATES OF AMERICA, CANADA, NORTH AMERICA AND SOUTH AMERICA, THE FORUM SHALL BE SANTA CLARA, CALIFORNIA, USA, AND THE APPLICABLE LAW SHALL BE THAT OF THE STATE OF DELAWARE. FOR THE ASIA PACIFIC REGION (EXCEPT FOR MAINLAND CHINA), THE FORUM SHALL BE SINGAPORE AND THE APPLICABLE LAW SHALL BE THAT OF SINGAPORE. FOR MAINLAND CHINA, THE FORUM SHALL BE BEIJING, CHINA, AND THE APPLICABLE LAW SHALL BE THAT OF THE PEOPLE'S REPUBLIC OF CHINA. FOR EUROPE AND THE REST OF THE WORLD, THE FORUM SHALL BE LONDON AND THE APPLICABLE LAW SHALL BE THAT OF ENGLAND AND WALES.

IN THE EVENT OF ANY CONFLICT BETWEEN THE ENGLISH LANGUAGE VERSION AND ANY OTHER TRANSLATED VERSION(S) OF THIS LIMITED WARRANTY (WITH THE EXCEPTION OF THE SIMPLIFIED CHINESE VERSION), THE ENGLISH LANGUAGE VERSION SHALL CONTROL.

For support visit <https://www.solidigm.com/support.html>

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